ARCAS PROTECT SERVICE
STANDARD TERMS & CONDITIONS

These Conditions shall (except as otherwise agreed in writing by Arcas Computing Ltd.) apply to all contracts for the supply of the Arcas Protect service ("Service") by Arcas Computing Ltd. ("Arcas").

1. DEFINITIONS

1.1. "Service" means the Arcas Protect service which includes several provisions in relation to the secure function and protection of a Jooma-based website. Currently this includes Core Updates, Extension Updates, Uptime Monitoring and Audits.

1.2. "Commencement Date" means the date the service is activated (usually upon site launch or at the request of the Client.

1.3. "Client" means any company, firm or other legal person who shall place an order for the Service with Arcas.

1.4. "Client Site" means the Joomla-based website covered as part of the Service.

1.5. "Core update" means any official release of the core Joomla platform from Joomla.org which is within the same series as the Client Site (i.e. 2.x, 3.x or 4.x)

1.6. "Extension update" means any official release of a third-party extension made available directly from that extension's developer which is updateable via the Joomla Updater interface.

1.7. "Uptime Monitoring" means remotely monitoring your site for a valid response using a third-party monitoring service such as UpTime Robot.

1.8. "Audit" means a scan of the files and configuration of the Client Site using a secure third-party service to identify potential issues which could affect the operation of the site.

1.9. "Joomla Updater Interface" means the build-in updating component of Joomla available via Extensions>Manage Update.

1.10. Standard hourly means the current charge by Arcas for an hour's worth of labour.

2. PERIOD OF SUPPLY AND CHARGES

2.1. The Service shall commence on the Commencement Date and shall continue for a minimum period of one year, renewing each year until terminated by either giving party (the Client or Arcas) not less than thirty (30) days prior to the renewal date.

2.2. The Service will automatically renew for a period of one year unless notification of termination is given by either party

2.3. The Service is charged at an equivalent monthly rate of £9.99 (excluding VAT at its current rate) on an annual basis for one (1) year in advance

3. JOOMLA CORE UPDATES

3.1. Arcas will process any and all stable updates to the Joomla core system on behalf of the Client within 5 works days of their release.

3.2. These updates will only be processed using upgrade packages which come directly from Joomla.org and will replace *all files included in the package.*

3.3. Updates will only be applied to the site when they are within the same release series (i.e. 3.x). Major version updates, which usually involve a site migration (for example to go from Joomla 3.8.5 to 4.01), are a separately charged service which can be requested by the Client.

4. EXTENSION UPDATES

4.1.   Arcas will process any and all stable updates to installed site extensions, which are available through the Joomla Updater interface, with 14 working days of their release.

4.2.   Certain commercial extensions are covered with the Service at no extra cost to the Client and these currently include:
- Akeeba Backup Pro
- Admin Tools Pro
- JCE Pro
- SP PageBuilder Pro
- Regular Labs Extensions
- RS Form Pro

4.3.   Arcas may change the status of the included commercial extensions detailed in clause 4.2 at any time but will always give the Client confirmation of this in advance. The Client may cancel the service and request a pro-rata refund should they wish to in relation to any changes made in this regard.

4.4.   Arcas cannot be held responsible for any issues which might arise in relation to extension files which have been customised or otherwise modified by the Client being overwritten by the update process.

4.5.   The rectification of any effects such as styling or configuration issues which arise as a result of changes in the extension will be separately chargeable at the Standard Hourly Rate.

4.6.   Any file customisations made by Arcas, or made by other parties wherein details are supplied to Arcas, can be re-applied after upgrade but may be separately chargeable at the Standard Hourly Rate.

5. SITE AUDITS

5.1.   Arcas will perform an automated security audit on the Client Site once per month whilst the Service is active

5.2.   The audit will include verifications in relation to site security which include, but are not limited to, checking for Joomla core file modifications; scanning all files on the site to check for potentially malicious or problematic ode; checking on the current status of situations which can impinge upon site security (such as too many, or unused, administrator accounts; valid SSL certifications, PHP and MySQL versions and more).

5.3.   The specific checks done in relation to the audit may be changed by Arcas should they deem is necessary in order to maintain or enhance the integrity and value of the Service.

5.4.   Arcas will perform any necessary tasks in relation to fixing or addressing the issues raised by the results of the audit

5.5.   Arcas will inform the Client of any tasks raised in relation to the audit which can only be, or are best, actioned by the Client such as resetting their passwords and disabling unused administrator accounts. Arcas cannot be held accountable for any issues which might arise if these steps are not reasonable enacted by the Client.

6. UPTIME MONITORING

6.1.   Arcas will use a third-party monitoring service (such as UpTime Robot) to perform the automated and routine monitoring or the Client Site.

6.2.   If a problem is found in relation to connecting to the site, Arcas will attempt to fix the issue if it is in relation to the provision of the Service (such as a bad update) and will advise the Client if not. Due to the nature and range of issues which can affect site connectivity it is not possible to place a limit on the time to repair however Arcas will endeavour to do so as quickly as possible.

6.3.   Any work performed by Arcas at the Client's request in relation to fixing connectivity issues will be chargeable separately from the Service, at the Standard Hourly Rate, where necessary.

7. FREE HACK REPAIR

7.1.   If the Client's Site is hacked or otherwise compromised whilst the Service is active, either when identified by the Service or by the client themselves, Arcas will perform a free hack repair on the Client Site.

7.2.   The hack repair will include, but not be limited to: removing any files created by the hack, removing any malicious code inserted into the site files; re-installing clean copies of any core or extension files affected by the hack; removing any malicious user accounts created; re-running an audit post-repair.

7.3. Arcas will advise the client in relation to any actions which might need taken by the Client in relation to ensuring their site remains secure post-repair such as resetting passwords and removing unnecessary admin accounts. Arcas cannot be held responsible by any issues which might arise as a result of the Client failing to enact these actions.

8. SERVICE EXCLUSIONS AND LIMITATIONS

8.1. Updates for commercial extensions not included in Clause 4.2 will only be processed by the Service when there is a valid license for them either provided by the Client or provided by Arcas as a separately-charged service.

8.2. Arcas cannot be held responsible for any issues which might arise in relation to advised actions not taken by the client or by circumstances which are beyond Arcas' control (such as issues with the website host or domain name registrar) although where possible Arcas will endeavour to assist the Client in dealing with these issues

8.3. Arcas cannot be held responsible for any issues which might arise in relation to customisations or modifications of files which are overridden or affected by updates made as part of the Service.

8.4. Arcas cannot be held responsible for any issues which might arise due to problematic updates whereas Arcas acted in good faith to perform the update; however Arcas will endeavour to communicate any issues to extension developers and to apply updates and fixes as soon as they become available.